

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

HUDSON INSURANCE COMPANY,)

Plaintiff,)

v.)

CIVIL ACTION FILE

NO. 1:18-CV-01359-CAP

BAXTER BAILEY-SILVER ARROW)

EXPRESS; BAXTER BAILEY-KGI)

GROUP; BAXTER BAILEY-J&L)

FREIGHT; BUM TRUCKING;)

COUNTRY CLASSIC TRUCKING, INC.)

C2 TRANS USA, INC.; COMPASS)

FUNDING-KING LOGISTICS;)

COMPASS FUNDING-NORTH COAST)

TRUCKLINE; COMPASS FUNDING-)

RXG CARGO CORP.; COMPASS)

FUNDING-YOPO EXPIDITE, INC.;)

COMPASS FUNDING-PURE FREIGHT)

LINES; CORELOGIC-BLUEFIELD)

TRANSPORT; COVENANT)

TRANSPORT; CUSTOM TRANSPORT)

INC.; DF CARRIERS; ELVIS)

EXPRESS, LLC; EUROPEAN)

TRUCKING CORP.; EVANS)

DELIVERY CO.; F2 TRANSPORT;)

FERGUSON TRANSPORTATION, INC.;)

GARDNER'S TRUCKING, LLC;)

GINA'S TRUCKING, INC.; GOOD)

NEWS TRUCKING; GREATWIDE)

DALLAS MAVIS, LLC; GTS)

TRANSPORTATION; IMPERIAL)

EAGLE EXPRESS; JAC FINANCIAL-)

AMBAZONE TRANSPORTATION;)

JMT EXPRESS, INC.; JPL)
 WORLDWIDE, INC.; LIBERTY)
 TRUCKING; MEDALION)
 TRANSPORT & LOGISTICS, LLC;)
 MGR FREIGHT SYSTEM; MID)
 SEVEN TRANSPORT; NORTH)
 AMERICAN CARRIERS, INC.; OCC)
 FACTOR-FLAVORED EXPRESS;)
 P&B LOGISTICS, INC.; PIEDMONT,)
 LLC; PROSTAR LOTISTICS; RAPID)
 TRANS; RISING SUN EXPRESS, LLC;)
 ROAD EXPERTS; ROCK TRANSFER;)
 TAMMY HODGES-FIEST)
 TRANSPORATION, LLC; TBS-)
 SEAGATE; TRAMAT, LLC: TRANS)
 RECOVERY SOLUTIONS-ABRAHAM;)
 TRANS RECOVERY SOLUTIONS-)
 CR CQIRI TRUCKING; TRANS)
 RECOVERY SOLUTIONS-DJURIC)
 TRUCKING; TRANS RECOVERY)
 SOLUTIONS-HDUANE CARRIERS;)
 TRANS RECOVERY SOLUTIONS-)
 JENNS TRANSPORT; TRANS)
 RECOVERY SOLUTIONS-SKYLINE)
 EXPRESS; TRANS RECOVERY)
 SOLUTIONS—TIMCO; TRANS)
 RECOVERY SOLUTIONS-FIVE LION;)
 UNIVERSAL TRUCKLOADS, INC.;)
 UNLIMITED CARGO TRANSPORT,)
 LLC; VERO-CULT POWER INC.;)
 VERO-JDJ LOGISTICS; VERO-KL)
 EXPRESS; VERO-KL)
 TRANSPORTATION; VERO-LM)
 EXPRESS; VERO-EAGLE LOGISTICS;)
 VIA LOGISTICS, INC.; ACCURATE)
 TRANSPORATION INC.; ADVANCED)
 COMMERCIAL CAPITAL-ADDAMS)
 FAMILY; AH GARY TRANSPORT,)

INC.; AMERISOURCE-GLM)
TRANSPORT, INC.; APEX CAPITAL;)
ARCHER ATLANTIC; ARTHUR)
EXPRESS; ASA-MEGA FREIGHT;)
ASA INTERLINK; AVA CARRIER,)
LLC; AWL TRANSPORT, INC.;)
BAXTER BAILEY-JO EXPRESS;)
BAXTER BAILEY—CROSSLAND)
CARRIERS; BAXTER BAILEY-JPL)
WORLDWIDE; LEI)
TRANSPORATION INC; and)
MIKE WAILING)
)
Defendants.)
)

**DEFENDANT BAXTER BAILEY & ASSOCIATES, INC.’S RESPONSE TO
PLAINTIFF’S AMENDED INTERPLEADER COMPLAINT**

COMES NOW Defendant Baxter Bailey & Associates, Inc. (“Baxter Bailey”), as assignee of carriers Silver Arrow Express, J&L Freight, RXG Cargo Corp., Ferguson Transportation, GTS Transportation, JPL Worldwide, Piedmont LLC, JP Express, and Crossland Carriers, by and through its undersigned counsel, hereby answers Plaintiff’s Amended Interpleader Complaint in the captioned matter as follows:

1. Admitted.
2. Admitted.

3. Admitted.

4. Denied as stated. Defendant admits it is a claimant on said bond, but lacks sufficient information as to the other Defendants to admit nor deny.

5. Admitted.

6. Admitted.

7. Admitted.

8. Denied as stated. Defendant admits that Hudson Insurance Company has received notice of multiple claims, but lacks sufficient information to admit or deny the remainder of the paragraph.

9. Denied as stated. For purposes of this Complaint, Baxter Bailey admits that its contracts were entered into in the State of Georgia.

10. Admitted.

11. Denied as stated. Defendant lacks sufficient information to state that the total claims exceed the bond, but has no reason to doubt the claims of the Plaintiff.

12. Denied as stated. Defendant admits the first sentence of the paragraph. Defendant lacks sufficient information as to how far the claims exceed the amount of the bond, if any.

13. Admitted.

14. Denied as stated. Baxter Bailey's claims under the bond on claims it was assigned by carriers are as follows:

Assignee carrier:	Amount
Silver Arrow Express	\$ 500.00
J&L Freight	\$ 500.00
RXG Cargo Corp	\$ 1,250.00
Ferguson Transportation	\$ 1,300.00
GTS transportation	\$ 2,200.00
JPL Worldwide	\$ 2,800.00
Piedmont LLC	\$ 1,900.00
JP Express	\$ 1,200.00
Crossland Carriers	\$ 5,400.00
	\$ 17,450.00

Proof of assignment of said claims (redacted to remove terms not relevant to this action and/or are financial terms not allowed to be disclosed pursuant to the agreements) are attached as Exhibit "A" hereto and incorporated herein by reference.

In further proof of its claims, Baxter Bailey produces the following documents attached hereto and incorporated herein by reference:

Exhibit "B" Invoice 0100177 of Silver Arrow Express, Standard Truckload Bill of Lading, and Load Rate Confirmation from LEI to Silver Arrow Express;

Exhibit “C” Invoice 5207 of J&L Freight Transport Inc., Bill of Lading, and Delivery Orders for the items in question shipped, and Load Rate Confirmation from LEI to J&L Freight Transport Inc.

Exhibit “D” Invoice 1019907 from RXG Cargo Corp., Bill of Lading, and Load Rate Confirmation from LEI to RXG Cargo Corp.;

Exhibit “E” Invoice 1074719 from Ferguson Transportation, Shipping Order, Load Rate Confirmation from LEI to Ferguson Transportation LLC, and Freight Transportation Broker-Motor Carrier Agreement between Ferguson Transportation, LLC and LEI;

Exhibit “F” Invoice 90408 from GTS Transportation Corp., Bill of Lading for said shipment, and Load Rate Confirmation from LEI to GTS Transportation Corp., Invoice 90753 from GTS Transportation Corp., Bill of Lading, and Load Rate Confirmation from LEI to GTS Transportation Corp.;

Exhibit “G” Invoice JPL561040 from Lee Investment Group as factor of JPL to LEI Transportation Inc., Bill of Lading, Load Rate Confirmation from LEI to JPL Worldwide Inc.;

Exhibit “H” Invoice 24376 of Piedmont, LLC, Bill of Lading, Load Rate Confirmation from LEI to Piedmont, Freight Transportation Broker-Motor Carrier Agreement between Piedmont, LLC and LEI;

Exhibit “I” Quick Payment Agreement between LEI and JP Express Inc. in the amount of \$1250.00, Invoice 6154003 from JP Express Inc., Bill of Lading, and Load Rate Confirmation form LEI to JP Express Inc.;

Exhibit “J” Invoice 1934 from Cross Land Carrier Corp., Standard Truckload Bill of Lading, and Load Rate Confirmation from LEI to Cross Land Carrier Corp.

15. Admitted. Please see Exhibits “A” through “J” hereto and incorporated herein by reference in full support of the claims of Baxter Bailey.

16. Admitted.

17. Admitted.

18. Paragraph 18 calls for neither an admission nor denial, and is therefore denied.

19. Admitted.

20. Admitted.

21. Admitted.

22. Admitted.

23. Admitted.

WHEREFORE, Defendant prays for the following relief:

a) That this Court allow the interpleader of the Plaintiff;

- b) That this Defendant Baxter Bailey & Associates, Inc. be distributed its pro rata share of the funds paid into the registry of the Court;
- c) That Defendant Baxter Bailey & Associates, Inc. have such other and further relief as the Court may deem equitable and appropriate.

This the 20th day of June, 2018.

/s/ J. David Stuart

J. David Stuart
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CERTIFICATE OF COMPLIANCE

Pursuant to Local R. 7.1(D), this is to certify that the foregoing complies with the font and point setting approved by the Court in Local R. 5.1(B). The foregoing ENTRY OF APPEARANCE was prepared on a computer, using Times New Roman 14-point font.

DATED: 20 June 2018

Respectfully submitted,

J. DAVID STUART

/s/ J. David Stuart

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**Attorney for Defendant Baxter Bailey &
Associates, Inc., as assignee of carriers
Silver Arrow Express, J&L Freight, RXG
Cargo Corp., Ferguson Transportation,
GTS Transportation, JPL Worldwide,
Piedmont LLC, JP Express, and
Crossland Carriers**

